

## LOS ANGELES COUNTY COMMISSION ON HIV

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> Craig Vincent-Jones, MHA Executive Director

> > <sup>1</sup>Unaffiliated consumer <sup>2</sup>Non-voting member <sup>3</sup>Alternate

Fariba Younai, DDS

June 12, 2012

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 **ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

11 June 12, 2012

SACHI A. HAMAI EXECUTIVE OFFICER

**Dear Supervisors:** 

APPROVAL TO: (1) EXECUTE GRANT AGREEMENT NUMBER CA-H111-0002 BETWEEN THE US DEPARTMENT HOUSING AND URBAN DEVELOPMENT AND THE LOS ANGELES COUNTY COMMISSION ON HIV; (2) ACCEPT AWARD AND SUBSEQUENT AMENDMENTS CONSISTENT WITH CA-H111-002; (3) EXECUTE A SOLE SOURCE AGREEMENT BETWEEN THE ALLIANCE FOR HOUSING AND HEALING AND THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH AND (4) EXECUTE AMENDMENTS THROUGH FISCAL YEAR 2015-16 (ALL DISTRICTS) (3 VOTES)

## **SUBJECT**

Request approval to execute Grant Agreement Number CA-H111-0002 between the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Commission on HIV (Commission) for a Housing Opportunities for Persons with AIDS (HOPWA) Special Projects of National Significance (SPNS) grant to accept the award and amendments, and to execute a sole source agreement between the Los Angeles County Department of Public Health (DPH) and the Alliance for Housing and Healing (Alliance) and amendments through Fiscal Year 2015-2016, for the provision of HIV housing, service coordination and comprehensive planning as part of the Collaborative for Housing Integrated with Supportive Services (CHISS) program funded by the grant.

#### IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Executive Director of the Commission, or his designee, to accept award and execute Grant Agreement (GA) Number CA-H111-0002, attached as Exhibit A, between the U.S. Department of Housing and Urban Development (HUD) and the Commission for Housing

Opportunities for Persons With AIDS (HOPWA)-related services, for the total maximum amount of \$1,375,000 (hereinafter base award) for the period of July 1, 2012 through June 30, 2015. The award includes a total maximum obligation of \$387,500, 100 percent offset by HUD funds, for the Commission to develop an Integrated HIV/AIDS Housing Plan (IHHP) with \$87,500 for the period of July 1, 2012 through June 30, 2013; \$137,500 for the period of July 1, 2013 through June 30, 2014; and \$162,500 for the period of July 1, 2014 through June 30, 2015.

- 2. Delegate authority to the Executive Director of the Commission, or his designee, to amend the agreement consistent with the requirements of GA Number CA-H111-0002 to extend the term through June 30, 2016; reflect non-material and/or ministerial revisions to the GA's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the GA through December 31, 2016; and/or provide an increase or decrease in funding up to 25 percent above or below the base award amount specified in Recommendation 1, subject to review and approval by County Counsel, and notification to your Board and the CEO.
- 3. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute a sole source agreement with the Alliance, substantially similar to Exhibit B, for the provision of HIV housing and service coordination in the CHISS program effective July 1, 2012 through June 30, 2015, at a maximum obligation of \$280,755 for the period of July 1, 2012 through June 30, 2013; \$511,137 for the period of July 1, 2013 through June 30, 2014; and \$195,608 for the period of July 1, 2014 through June 30, 2015, for a total maximum obligation of \$987,500, 100 percent offset by HUD funds.
- 4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the Alliance sole source agreement that extend the term through June 30, 2016; allow for the rollover of unspent funds; adjust the term of the agreement through December 31, 2016; and/or provide an increase or decrease in funding up to 25% above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO)

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

A. Housing Opportunities for Persons With AIDS (HOPWA) Grant: The HUD HOPWA SPNS grant provides funding for the CHISS program, which entails collaborative HIV housing planning, and for housing assistance and related supportive services. Grantees must develop community-wide plans, strategies and partnerships with local area housing and service funders to provide integrated HIV/AIDS housing and support services. HOPWA funds must also be used in the development of a comprehensive, integrated health care and mental health services referral plan that includes chemical dependency treatment, nutritional services, case management, and assistance with daily living.

Approval of Recommendation 1 allows the Commission to accept GA Number CA-H111-0002 for HOPWA funds from HUD to be used to: 1) master-lease scattered site rental housing units in the City of Los Angeles; 2) hire a full-time CHISS service coordinator; 3) coordinate funding and services; 4) fund the sole source agreement outlined in Recommendation 3; and 5) develop an IHHP.

Approval of Recommendation 2 will allow the Commission to amend the agreement consistent with the requirements of the GA outlined in Recommendation 1 to extend and/or adjust the term of the award; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds; and/or provide an increase or decrease in funding up to 25% above or below each term's base award. This recommended action will enable the Commission to accept awards and/or amendments that adjust the project period up to six months beyond the original term, in those instances where there has been an unanticipated extension of the term to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance the Commission's and DPH's efforts, through the sole source agreement, to expeditiously maximize grant revenues, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

The Commission, leading a collaboration (CHISS Collaborative) that includes the Alliance, DPH's Division of HIV and STD Programs (DHSP), the Housing Authority of the City of Los Angeles (HACLA), the Los Angeles Housing Department (LAHD), and the Los Angeles Homeless Services Authority (LAHSA) submitted an application in response to Notice of Funding Availability (NOFA) Opportunity Number FR-5500-N-13 for HOPWA services, designed for jurisdictions to develop community-wide strategies and form partnerships with local area funders in order to provide a wide range of HIV/AIDS housing and services. These agencies are responsible for planning and implementing the HUD grant and comprise the CHISS Collaborative.

The goals and objectives of the CHISS program are to: 1) increase the amount of housing assistance provided to eligible persons; 2) establish or maintain housing stability; 3) reduce the risk of homelessness for eligible persons; and 4) improve access to health care and other supportive services. The Commission will manage and oversee the CHISS program, specifically the planning activities and development of the IHHP, in partnership with the local housing planning entities. Through a Memorandum of Understanding between the Commission and DPH, DHSP will manage and oversee the housing and service coordination that will be provided by the Alliance.

The Commission will manage the CHISS Collaborative and its planning activities. The CHISS Collaborative is expected to: 1) improve the access of persons with HIV/AIDS (PWH/As) to job opportunities through information sharing and coordination with federal, State and local entities; 2) increase the access of PWH/As to job training, career services and employment support through coordination with federal, State and local entities; and 3) expand economic and job creation opportunities for low-income PWH/As by partnering with federal and non-profit agencies, private industry, and planning and economic development organizations and by leveraging federal and private resources.

During the three-year HOPWA grant term, the CHISS Collaborative will conduct comprehensive planning and coordination of funding streams for housing and services for low and very low-income PWH/As and their families. Comprehensive planning and coordination activities will include a review of similar housing and service programs funded by different sources, streamlining funding sources for overlapping housing and service programs, developing braided funding streams and referral systems, and creating new housing and service programs with multiple funding streams.

By the end of the three-year HOPWA grant term, the CHISS Collaborative will finalize an IHHP that documents HIV housing and service delivery system changes, barriers in undertaking this collaboration, program adaptations and recommendations for improving the integration of housing with supportive services.

B. Sole Source Contract with Alliance: CHISS program services will target low and very low-income PWH/As, who are homeless or at risk of homelessness and who are newly diagnosed (i.e., received HIV diagnosis less than three months), were never in care or have been out of care for six to twelve months. The CHISS program will provide HIV/AIDS housing assistance services, and provide referrals to HIV/AIDS support services such as medical outpatient, oral healthcare, mental health, and medical care coordination services for a three-year period.

Approval of Recommendation 3 will allow DPH to execute a sole source agreement with the Alliance for the provision of housing and service coordination. As set forth in the Legal Requirements section, DPH's sole source agreement with the Alliance has been approved by the CEO (Attachment 4) with the following justification: the grant agreement required a specific agency to be identified as the Project Sponsor, and scored part of the proposal based on the identified Project Sponsor's capacity to perform the specified services; quick action (the time between the release of the NOFA and the application deadline date did not allow time for a solicitation process) was required to identify the Project Sponsor and for the Project Sponsor to participate in the development of the application; and the Alliance was determined to be the only current HIV housing provider with the capacity and breadth of services to perform the required services, as required by the application and grant.

Approval of Recommendation 4 will allow DPH to execute amendments to extend and/or adjust the term of the sole source agreement; rollover unspent funds; and/or increase or decrease funding up to 25 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable agreement term. This recommended action will enable DPH to amend agreements to adjust the term for a period of up to six months beyond the expiration date. Such amendments will only be executed if and when there is an unanticipated extension of the term of the applicable grant funding to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Recommendation 4 will also enable DPH to amend the sole source agreement to allow for the provision of additional units of funded services that are above the service levels identified in the current agreement and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed agreement, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

The Alliance will master-lease scattered site rental housing units in the City of Los Angeles and enter into subleases with the CHISS participants, and provide service coordination to CHISS clients. Using two overlapping CHISS cohorts, the CHISS program will serve approximately 50 households over a three-year period. The Alliance will provide the housing assis-tance to the 50 households. The first CHISS cohort of 25 clients will be placed in permanent housing by month six of the first year. The second CHISS cohort of 25 clients will be placed in permanent housing by month six of the second year.

Service coordination currently being provided by the Alliance will be used as a model for CHISS's service coordination component. Alliance service coordinators will meet with clients in the field, at other service agencies, in their homes, and on the streets when they are homeless. This allows

clients who are low-income, often disabled and experiencing medication side effects, to avoid the hardship of traveling to the Alliance offices. Alliance service coordinators help PWH/As gather the necessary documents needed to access services and enroll in private and public benefit programs, conduct intakes and assessments, develop service plans and monitor clients' progress.

During the first year of their participation in the CHISS program, eligible clients will receive housing assistance and service coordination from the Alliance through the HOPWA grant. After their first year is completed, the CHISS clients will be responsible for paying their own rent in the remaining years of the grant if they are employed, or will be transitioned into other housing programs appropriate to their housing and service needs, including permanent supportive housing or the Section 8 Housing Choice Voucher Program through HACLA.

Each CHISS client will receive up to \$1,000 worth of furniture and other essential items funded through Alliance resources. A CHISS Service Coordinator to be hired by the Alliance will connect clients to medical outpatient, oral health care, mental health and medical care coordination services funded by the Ryan White Program (RWP) and contracted by DPH.

Upon completion of the HOPWA grant's three-year term, CHISS clients will continue to receive services, if eligible, supported by the HOPWA formula grant administered by LAHD, the RWP administered by DPH's DHSP, and permanent housing through the HACLA Section 8 Housing Choice Voucher Program. The HUD funds received for leasing and supportive services will be transferred to DPH from the Commission through an intra-fund transfer, to fund the scattered site master leasing of rental housing units and service coordination provided by the Alliance.

## **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

#### FISCAL IMPACT/FINANCING

The recommended action results in additional revenue of \$1,375,000 from HUD over the next three fiscal years. Of this amount, \$987,500 will be contracted between DPH and the Alliance (\$280,755 in FY 2012-2013; \$511,137 in FY 2013-2014; and \$195,608 in FY 2014-2015). The remaining amount of \$387,500 (\$87,500 in FY 2012-2013; \$137,500 in FY 2013-2014 and \$162,500 in FY 2014-2015) will be retained by the Commission for grant management, management of the CHISS Collaborative, and the development of the IHHP.

There is no net County cost with this action. Funding for the HUD HOPWA grant will be included in the Executive Office of the Board's (Commission on HIV) and DPH's FY 2012-2013 Supplemental budget.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 18, 2011, HUD released a NOFA Number FR-5500-N-13, for HOPWA, designed for organizations to develop community-wide strategies and form partnerships with local area funders in order to provide a wide range of HIV/AIDS housing and support services.

On August 1, 2011, the Commission submitted its application to HUD. On September 23, 2011, the Commission received an award in the amount of \$1,375,000 for a term that is to be effective upon execution of the agreement for a three-year period. The projected start date for the CHISS project will be July 1, 2012 and will run through June 30, 2015.

As required under Board Policies 5.100 and 5.120, your Board was notified on May 1, 2012 of DPH's request to increase or decrease funding up to 25 percent above or below the annual base maximum obligation and DPH's intent to enter into negotiations for Board-approved sole source contract in excess of \$250,000.

County Counsel has approved Exhibit A and Exhibit B as to form. Attachment 3 is the Grants Management Statement, required for grants in excess of \$100,000. Attachment 4 is the signed Sole Source Checklist, as approved by the CEO. The sole source is justified for the following reasons:

- 1) Grant application requirements: The NOFA specified that a specific Project Sponsor must be identified in the grant; there were no allowances for selecting a Project Sponsor following the grant award; and part of the application score was based on the specific Project Sponsor's capacity to provide the specified services.
- 2) Quick action required: There was not adequate time between the release of the NOFA and its submission deadline date to conduct a solicitation to select a Project Sponsor (the agency responsible for providing services to clients, as detailed in the grant application).
- 3) Current HIV and housing contracts: The Alliance is one of a limited number of agencies in Los Angeles County providing integrated HIV housing and coordination services. The Alliance currently has contracts with LAHD for HOPWA services and DHSP for Ryan White-funded HIV services, and currently serves as the local HOPWA Central Coordinating Agency.
- 4) Countywide services: The Alliance currently provides scattered site master leasing and service coordination, central components of the CHISS program services, and other HIV services to clients in all five Supervisorial Districts, consistent with the plan outlined in the application.
- 5) Only agency with necessary capacity: It was determined that the Alliance is the only current agency with the breadth and scope of HIV housing and coordination services encompassed in this grant; is currently offering services similar in scope to those detailed in the grant; and has the capacity and reach to implement the services according to the plan specified in the application within the identified timeframe.

#### **CONTRACTING PROCESS**

As detailed in the preceding section, the HOPWA grant required that the applicant identify a service provider as the Project Sponsor for the application (the agency responsible for implementing the CHISS program services), and the time between the release of the NOFA and the deadline to submit applications was not adequate to allow the Commission to undergo a competitive bidding process (develop an RFP, solicit responses, select the Project Sponsor) and then work with the Project Sponsor to develop a service plan for the application. Therefore, the Commission, along with the CHISS Collaborative, determined that the Alliance was the only current HIV housing agency with the capacity and experience to serve as the Project Sponsor. Subsequent to the award, DPH has developed a sole source agreement with the Alliance to be the CHISS Project Sponsor; as noted, the legal justification is set forth above.

Prior to submitting the application, the Commission and DPH agreed to divide the grant responsibilities, maximizing the strengths of each entity. Since the HOPWA grant is a planning grant, as a planning organization the Commission developed the application, serves as the grantee, and

is responsible for the planning responsibilities. Federal Ryan White legislation prohibits the involvement of planning councils (the Commission) in procurement and contracting of Ryan White-funded services, and, as a result, the Commission does not have service contracting experience. In light of DPH's extensive experience contracting and monitoring HIV services, the tools it has already developed to do so, and its prior experience contracting with the Alliance, DPH is responsible for managing the grant's required contracted service delivery through the sole source agreement with the Alliance.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow the CHISS program to provide scattered site master leasing of rental housing units and service coordination to 50 eligible PWH/As and their families, in addition to conducting comprehensive planning, coordinating funding and services for PWH/As, and developing an IHHP.

Respectfully submitted,

**CRAIG VINCENT-JONES** 

Clary A. Venent Imen

**Executive Director** 

CVJ:gmp

**Enclosures** 

Department of Public Health
 Chief Executive Officer
 Executive Officer, Board of Supervisors
 Acting County Counsel

## Performance Grant Agreement for 2011 New Competitive Grants

Grant Number: CA-H11-0002

Official Contact: Mr. Craig Vincent-Jones Title: Executive Director

Mailing Address: 3530 Wilshire Boulevard

**Suite 1140** 

Los Angeles, CA 90010-2363

Telephone: 213-639-6714 FAX Number: 213-697-4748

Tax ID No.: 956000927 Email Address: CVincent-Jones@hiv.lacounty.gov

DUNS No.: 8303950700000

Project Location: Los Angeles County

## HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PERFORMANCE GRANT AGREEMENT FOR FISCAL YEAR 2011

This Performance Grant Agreement ("Agreement") is made between the United States Department of Housing and Urban Development ("HUD") and Los Angeles County Commission on HIV.

#### **Definitions**

The terms "Grant" and "Grant Funds" mean the funds provided under this Agreement.

The term "Application" means the application submissions on the basis of which a Grant was approved by HUD, including certifications and assurances and any information or documentation required to meet grant award conditions. The Application, <u>CA-H11-0002</u>, is incorporated herein as part of this Agreement and attached hereto as Exhibit A. In the event of conflict between a provision of the Application and a provision of this Agreement, the latter shall control.

The term "Project Sponsor" means any private nonprofit organization or governmental housing agency that receives funds under a contract with the Grantee to carry out eligible activities identified in the Application.

#### **Background**

This Agreement will be governed by the requirements of the AIDS Housing Opportunity Act, 42 U.S.C. 12901 et seq. (Act), the Housing Opportunities for Persons With AIDS ("HOPWA")

program regulations, 24 C.F.R. part 574 ("Regulations"), and Fiscal Year 2011 HOPWA Program Notice of Funding Availability (NOFA), issued via grants.gov April 4, 2011. The Regulations are attached hereto as Exhibit C and are incorporated into this Agreement.

## **Approved Grant Amount**

Upon execution of this Agreement, HUD agrees to provide \$1,375,000 to the Grantee to carry out the project described in the Grant Application (Exhibit A), and approved in the Competition Summary (Exhibit B), both of which are incorporated into this Agreement.

#### **Grant Purpose and Requirements:**

As a requirement for the receipt of these federal funds, Grantee agrees to maintain project eligibility and related documentation on the following:

- (1) The project will provide permanent or transitional/ short-term supportive housing to HOPWA eligible persons over the operating period of this grant in accordance with the planned activities and outputs described in the application;
- (2) Exhibit A also provides for the list of the application commitments of other resources to be used in conjunction with HOPWA funds. If your project relies on other state, local, federal, or private resources to provide the housing or supportive services portion of your project, as documented and approved by HUD in commitment letters for leveraging, you must ensure that the other resources will continue to be available for that purpose throughout the commitment period noted in the grant. Failure to use committed resources as documented and approved by HUD will constitute a grant default, which may result in grant sanctions, including reductions in amounts awarded for supportive services;
- (3) Grantee must maintain evidence that the client has a legal right to the unit or property and has access to ongoing supportive services provided through qualified providers. Grant files must include a copy of the standard lease form or occupancy agreement used for residents of the project. If permanent housing, the lease or occupancy agreement must be for a term of at least one year. If permanent housing, the lease or occupancy agreement must also be automatically renewable upon expiration, except on reasonable prior notice by either the tenant or the landlord. Failure to maintain this project documentation of the client's lease or occupancy agreement will constitute a grant default. If the transitional housing is provided the grantee must provide a connection to ongoing housing assistance upon completion of the transitional/ short-term period if ongoing housing assistance is needed;
- (4) If the application proposes to provide security deposits, such costs are to be reasonable and limited to not more than two months rent and classified as part of the BLI shown as Permanent Housing Placement Costs. Grantees should quantify this effort and establish their plan for undertaking and reporting on this activity under this BLI;
- (5) The 2011 HOPWA Program NOFA was published with a special purpose of

comprehensive community planning and strategy activities. The applicant must provide a Comprehensive Integrated Implementation Strategy at the end of the first post year as required under the 2011 HOPWA program NOFA. The applicant must fully participate in IHHP planning activities as committed in the approved application.

- (6) As noted in the 2011 HOPWA Program NOFA funding provided to the grantee is one-time only as a special project of national significance with a special initiative of community planning and is not eligible for renewal upon the expiration of the grant. As such, the grantee must fully integrate clients funded under this project into local planning efforts for continued housing and services to those clients in need of continued assistance;
- (7) The Grantee agrees to comply with the Drug-Free workplace standard requirement listed in the 2011 NOFA General Section, located in Section III.C. 5.; and
- (8) The Grantee agrees to comply with environmental review requirements, as set forth at 24 C.F.R. part 58. Where applicable, Grantee also agrees to provide HUD with information necessary for HUD to perform any required environmental review under 24 C.F.R. part 50. Grantee shall carry out mitigating measures required by HUD or select alternate eligible property resulting from such review. Grantee shall not acquire, rehabilitate, convert, lease, repair or construct property, or commit HUD or local funds to such program activities with respect to any such property, until it has received notice from HUD that the environmental review is complete.

#### **Amendments**

This constitutes the entire agreement between HUD and the Grantee. This Agreement may not be amended except in a writing executed by authorized officials of HUD and the Grantee. When requesting an amendment to this Agreement, including a transfer of contractual rights via an assignment, the Grantee shall submit a letter of request to the address to the appropriate field office and attach the proposed amendment(s) to the applicable page(s) of this Agreement. The effective date of any amendment to this Agreement shall be the date of execution by HUD.

#### Performance

Grantee agrees to, and will ensure that each Project Sponsor agrees to:

(1) Comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 C.F.R. part 25) and Appendix A to part 170 of the

- Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 C.F.R. part 170).
- (2) Provide housing support to HOPWA eligible persons over the operating period of this grant consistent with the services described in the grant application and attached as Exhibit A, and applicable HUD regulations;
- (3) Comply with and meet the performance measure benchmark outputs and outcomes established in the Grant Application HOPWA Budget form HUD 40110-B and negotiated in the Competition Summary found in Exhibit B for the implementation and operation of this award;
- (4) Conduct an ongoing assessment of the supportive housing assistance required by the participants in the program, including annual assessments of their housing situations, and report on the annual achievement of HOPWA client outcome goals in achieving stable housing, reducing risks of homelessness and improving access to care for beneficiaries:
- (5) Assure the adequate provision of supportive services to the participants in the program, including support to access health-care, HIV treatment and benefits or other support available under mainstream health and human welfare programs and other public and private resources, as needed. Further, the Grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made with respect to that item or service: (i) under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or (ii) by an entity that provides health services on a prepaid basis;
- (6) The following applies to an application that involves the use of HOPWA funds for supportive service activities aimed at assisting HOPWA clients with substance abuse treatment. Note that, in operating this project, the Grantee and any project sponsor must comply with federal, state and other applicable laws pertaining to the illegal use of a controlled substance. The Grantee and sponsor must undertake reasonable steps to ensure that beneficiaries receive appropriate access to substance abuse treatment and counseling. Admission should be denied, or eviction initiated, for persons engaging in illegal drug activities, where such activities threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. Grantees and project sponsors must establish procedures for project ineligibility and evictions related to illegal drug activities;
- (7) Agree that any program income resulting under this grant be added to the funds committed to the project or other HOPWA program activities under this agreement, to be used to further eligible project or program objectives;
- (8) Agree to maintain records of beneficiary and program activity eligibility,

including documentation that evidences compliance with agreements noted above. In the case of participant eligibility records, the Grantee shall update records no less than annually.

(9) The grantee must comply with the applicable OMB cost principals in document eligible expenses as actual costs for reimbursement including staff time sheets.

#### Disbursement of Funds

Agree to record the expenditure of funds in a timely manner and implement financial procedures to ensure disbursements for reimbursement of the HOPWA grant award expenses through the LOCCS system on at least a quarterly basis, beginning three months after the program commencement date established in this Agreement. The Grantee agrees, and will ensure that any Project Sponsor agrees, to make timely payments to each subrecipient upon request, provided the requesting subrecipient is in compliance with program requirements. A request by the Grantee to draw down Grant Funds under the Voice Response Access system or any other payment system constitutes a representation by the Grantee that it and all participating parties are in compliance with the terms of this Agreement.

#### Performance Reporting

- (1) In accordance with 24 C.F.R. part 91, the Grantee shall submit an Annual Progress Report (APR) that demonstrates its progress in carrying out its strategic plan and its action plan within 90 days after the close of each program year. The performance report must include the number of individuals assisted, the types of assistance provided, a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted (including racial and ethnic status of persons assisted), actions taken to further fair housing. Comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants, annual housing outputs and client housing outcomes) for program monitoring and evaluation purposes, as HUD has established for purposes of carrying out the program in an effective and efficient manner;
- (2) Comply with such other terms and conditions, including record keeping and reports (which must include racial and ethnic data on participants, annual housing outputs and client housing outcomes) for program monitoring and evaluation purposes, as HUD has established for purposes of carrying out the program in an effective and efficient manner;

## **Project Sponsors**

The Grantee shall ensure that Project Sponsors are aware of requirements imposed upon them by federal statutes and implementing regulations. Project Sponsor contracts should include any clauses required by this Agreement and any other applicable federal requirements, including those set forth in Executive Orders and Office of Management

and Budget Circulars.

#### Defaults and Remedies

A default shall occur when the Grantee materially fails to comply with program requirements. A default may consist of using Grant Funds other than as authorized by this Agreement, noncompliance with statutory, regulatory, NOFA, or other requirements applicable to this HOPWA award, any other material breach of this Agreement, or any material misrepresentation, which, if known to HUD, would have resulted in the Grant Funds not being provided. If the Grantee fails to comply with any term of this award, HUD may:

- Temporarily withhold further payments pending corrective action by the Grantee or Project Sponsor;
- (2) Disallow all or part of the cost of an activity or action not in compliance;
- (3) Wholly or partly suspend or terminate the current award for the Grantee's or Project Sponsor's program;
- (4) Withhold further awards for the HOPWA program;
- (5) Reduce or recapture Grant Funds;
- (6) Require the Grantee to reimburse program accounts with non-Federal funds for the amount of ineligible costs; or
- (7) Take other appropriate action, including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions and any other available remedies.

Nothing in this paragraph shall limit any remedies otherwise available to HUD in the case of a default by the Grantee. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Grantee default. The Grant may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

UNITED STATES OF AMERICA

The point of obligation occurs on the dated signature from the Department of Housing and Urban Development representative. This Agreement is hereby executed by the Parties on the dates set forth below their respective signatures, as follows:

	ment of Housing and Urban Development e Secretary or HUD designated signatory
By:	(Signature)  CPD Director  (Title)  9/27/11  (Date)
GRAN By:	TEE (Authorized signatory)
	(Type in name of authorized signatory)
	(Title of authorized signatory)
	(Date)
Agree	entee agrees to the terms and conditions of this grant agreement. The term of this ment shall begin on(mm/dd/yyyy) and end on(mm/dd/yyyy), or three years from the beginning date of this agreement, ever comes first.
The te	m of performance is acknowledged by HUD (Initial)

EXHIBIT B

Contract No.: PH-Pending

# HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES AGREEMENT

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Contract No. PH-Pending

# HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES AGREEMENT

	THIS AGREEMENT is made and entered into this, 2012.		
of			
	by and between	COUNTY OF LOS ANGELES (hereafter "County"),	
	and	ALLIANCE FOR HOUSING AND HEALING (hereafter "Contractor")	

WHEREAS, California Health and Safety Code Section 101025 places upon County's Board of Supervisors the duty to preserve and protect the public's health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's Board of Supervisors to appoint a County Health Officer, who is also the Director of County's Department of Public Health, to prevent the spread or occurrence of contagious, infectious, or communicable diseases within the jurisdiction of County; and

WHEREAS, County has established Division of HIV and STD Programs (hereafter "DHSP") under the administrative direction of County's Department of Public Health (hereafter "DPH"); and

WHEREAS, County's DHSP is responsible for County's HIV/AIDS programs and services; and

WHEREAS, the term "Director" as used herein refers to County's Director of DPH or his/her authorized designee(s); and

WHEREAS, County is authorized by Government Code Section 26227 and otherwise to contract for services hereunder; and

WHEREAS, County is authorized by Government Code Section 53703 to do all acts necessary to participate in any Federal program whereby Federal funds are granted to County for purposes of health, education, welfare, public safety, and law enforcement which have not been preempted by State law; and

WHEREAS, County through the Los Angeles County Commission on HIV (Commission) has been awarded grant funds from the U.S. Department of Housing and Urban Development (hereafter "HUD"), Catalog of Federal Domestic Assistance (CFDA) Number 14.241; which are funds under the Housing Opportunities for Persons with AIDS (HOPWA) program; and

WHEREAS, it is established by virtue of County's receipt of grant funds under the federal and State that County is one of the local areas hardest "hit" by the AIDS epidemic; and

WHEREAS, funds received under the County's DHSP's programs and services will be utilized to supplement, not supplant, State, federal, or local funds made available in the year for which funding is awarded to provide HIV-related services to individuals with HIV disease; and

WHEREAS, as a recipient of HOPWA funds, Contractor will participate in the Los Angeles County Eligible Metropolitan Area (EMA) HIV continuum of Care; and

WHEREAS, as a recipient of HOPWA funds, Contractor must actively collaborate and recruit referrals from service organizations and agencies beyond the County's

DHSP's program and service delivery system, including, but not limited to, the newly diagnosed and out of care clients; and

WHEREAS, as a recipient of HOPWA funds, Contractor must ensure that collaborative for housing integrated with support services (CHISS) clients receive the following services: medical outpatient, oral health care, substance abuse, mental health, and medical care coordination funded by the Ryan White Program during each term of the grant; and

WHEREAS, as a recipient of HOPWA funds, Contractor's referrals to and from organizations must be noted and tracked in the DHSP's service utilization data system, and followed up in cases where the client does not make or present for appointment, in accordance with Contractor's referral guidelines; and

WHEREAS, Contractor agrees to comply with, submit to, and abide by all federal, State, and County rules, regulations, policies, and procedures of the funding source, governing administration, and fiscal authorities, and all laws issued pursuant thereto; and

WHEREAS, Contractor is familiar with the CHISS programs and services, incorporated herein by this reference, and its intent to improve the quality availability by targeting for the first time, the newly diagnosed and out of care, integrate permanent housing, service coordination, economic opportunities, efficiency and organization of housing and supportive services for HIV infected individuals and families; and

WHEREAS, Contractor possesses the competence, expertise, facilities, and personnel to provide the services contemplated hereunder; and

WHEREAS, it is the intent of the parties hereto to enter into Agreement to provide HIV/AIDS CHISS for compensation, as set forth herein; and

WHEREAS, it is established by virtue of the County's DHSP's programs and services that client and patient are used interchangeably throughout this Agreement; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services: and

NOW, THEREFORE, the parties hereto agree as follows:

 TERM: The term of this Agreement shall commence July 1, 2012 and continue in full force and effect through June 30, 2015, subject to the availability of federal, State, or County funding sources.

The contract term shall be three (3) twelve (12) month periods. The Agreement has been authorized for three contract terms with a one (1) year optional renewal through June 30, 2016. The renewal option will be at the sole discretion of the Director of Public Health or his designee. Continued funding beyond the initial term will be dependent upon Contractor performance and the availability of funding.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other party. Further, County may also suspend the performance of services hereunder, in whole or in part, and with or without cause, upon

the giving of at least a thirty (30) calendar days advance written notice to Contractor.

County's notice shall set forth the reasons for the suspension, the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

## 2. DESCRIPTION OF SERVICES:

- A. Contractor shall provide the services described in Exhibit(s) and Schedule(s), and all attachments to those exhibits, attached hereto and incorporated herein by reference.
- B. Contractor acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which Contractor provides to all other clients it serves.
- 3. <u>NONEXCLUSIVITY</u>: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

## 4. MAXIMUM OBLIGATION OF COUNTY:

A. During the period of July 1, 2012 through June 30, 2013, maximum obligation of County for the provision of housing and service coordination in CHISS provided hereunder shall not exceed Two Hundred Eighty Thousand, Seven Hundred Fifty-Five Dollars (\$280,755).

Such maximum obligation is comprised entirely of HUD, HOPWA funds.

This sum represents the total maximum obligation of County as shown in

Schedule 1, attached hereto and incorporated herein by reference.

B. During the period of July 1, 2013 through June 30, 2014, the maximum obligation of County for the provision of housing and service coordination in CHISS provided hereunder shall not exceed Five Hundred Eleven Thousand, One Hundred Thirty-Seven Dollars (\$511,137).

Such maximum obligation is comprised entirely of HUD, HOPWA funds.

This sum represents the total maximum obligation of County as shown in

Schedule 2, attached hereto and incorporated herein by reference.

C. During the period of July 1, 2014 through June 30, 2015, maximum obligation of County for the provision of housing and service coordination in CHISS provided hereunder shall not exceed One Hundred Ninety-Five Thousand, Six Hundred Eight Dollars (\$195,608).

Such maximum obligation is comprised entirely of HUD, HOPWA funds.

This sum represents the total maximum obligation of County as shown in

Schedule 3, attached hereto and incorporated herein by reference.

- 5. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3, and the <u>BILLING AND PAYMENT</u> Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.
- 6. <u>BILLING AND PAYMENT</u>: Where applicable, County shall compensate Contractor services hereunder on a fee-for-service, cost and/or modified cost reimbursement at the set fee-for-service rate(s), actual reimbursable net costs and/or any combination thereof incurred by Contractor in performing services hereunder.
  - A. Monthly Billing: Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required programmatic reports and/or data. All billing shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor by, or on behalf of, clients/patients. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance with the services actual reimbursable net cost schedule(s) attached hereto.
    - (1) Payment for all services provided hereunder shall not exceed the aggregate maximum monthly payment set out in the schedule for the corresponding exhibit attached hereto.

- (2) No single payment to Contractor for services provided hereunder shall exceed the maximum monthly payment set out in the schedule(s) for the corresponding exhibit, unless prior approval from Director to exceed the maximum monthly payment has been granted pursuant to the <u>BILLING AND PAYMENT</u> Paragraph of this Agreement. To the extent that there have been lesser payments for services under this Agreement, the resultant savings may be used to pay for prior or future monthly billings for services in excess of the maximum monthly payment in County's sole discretion.
- (3) While payments shall be made in accordance with the fee-for-service rate(s) set out in the schedule(s) hereto, Contractor, if requested by County, State, or federal representatives must be able to produce proof of actual costs incurred in the provision of units of services hereunder.
- (4) If the actual costs are less than the fee-for-service rate(s) set out in the schedule(s), Contractor shall be reimbursed for actual costsB. <u>Audit Settlements</u>:
- (1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combination thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or

unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this <u>BILLING AND PAYMENT</u> Paragraph, an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contactor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

- (2) If an audit conducted by federal, State, and/or County representatives finds that actual costs for a unit service provided hereunder are less than the County's payment than those units of service, then Contractor shall repay County the difference immediately upon request or County has the right to withhold and/or offset that repayment obligation against future payments.
- (3) If within forty-five (45) calendar days of termination of the Agreement period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County Maximum Obligation.
- C. The parties acknowledge that County is the payor of last resort for services provided hereunder. Accordingly, in no event shall County be required

to reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.

- D. In no event shall County be required to pay Contractor for units of services and/or reimburse Contractor for those costs of services provided hereunder which are covered by revenue from or on behalf of clients/patients or which are covered by funding from other governmental contracts, agreements or grants.
- E. In no event shall County be required to pay Contractor for units of services that are not supported by actual costs.
- F. In the event that Contractor's actual cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual costs only.
- G. In no event shall County be required to pay Contractor more for all services provided hereunder than the maximum obligation of County as set forth in the MAXIMUM OBLIGATION OF COUNTY Paragraph of this Agreement, unless otherwise revised or amended under the terms of this Agreement.
- H. Travel shall be budgeted and expensed according to applicable federal, State, and/or local guidelines. Prior authorization, in writing, shall be required for travel outside Los Angeles County unless such expense is explicitly approved in the contract budget. Request for authorization shall be made in

writing to Director and shall include the travel dates, locations, purpose/agenda, participants, and costs.

## I. Withholding Payment:

- (1) Subject to the reporting and data requirements of this

  Agreement and the exhibit(s) attached hereto, County may withhold any
  claim for payment by Contractor if any report or data is not delivered by

  Contractor to County within the time limits of submission as set forth in this

  Agreement, or if such report, or data is incomplete in accordance with

  requirements set forth in this Agreement. This withholding may be
  invoked for the current month and any succeeding month or months for
  reports or data not delivered in a complete and correct form.
- (2) Subject to the provisions of the <u>TERM</u> and <u>ADMINISTRATION</u>

  Paragraphs of this Agreement, ADDITIONAL PROVISION, and the
  exhibits(s) attached hereto, County may withhold any claim for payment
  by Contractor if Contractor has been given at least thirty (30) calendar
  days' notice of deficiency(ies) in compliance with the terms of this
  Agreement and has failed to correct such deficiency(ies). This withholding
  may be invoked for any month or months for deficiency(ies) not corrected.
- (3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

- (4) Subject to the provisions of the exhibit(s) of this Agreement, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Agreement between County and Contractor until proof of such service(s) is/are delivered to County.
- (5) In addition to Subparagraphs (1) through (4) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by a cost report settlement, audit report settlement, or financial evaluation report, resulting from this or prior years' Agreement(s).
- J. Contractor agrees to reimburse County for any federal, State, or County audit exceptions resulting from noncompliance herein on the part of Contractor or any subcontractor.
- K. <u>Fiscal Viability</u>: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least ninety (90) days at any point during the term of the contract in this Agreement.
- L. Funds received under the HUD-HOPWA grant will not be utilized to make payments for any item or service to the extent that payment has been made or can be reasonably expected to be made, with respect to any item or service by:

- (1) Any State compensation program, insurance policy, or any federal, State, County, or municipal health or social service benefits program, or;
  - (2) Any entity that provides health services on a prepaid basis.
- M. <u>Contractor Expenditure Reduction Flexibility</u>: In order for County to maintain flexibility with regards to budget and expenditures reductions,

  Contractor agrees that Director may cancel this Agreement, with or without cause, upon the giving of ten (10) calendar days written notice to Contractor; or notwithstanding, <u>ALTERATION OF TERMS</u> of this Agreement, Director, may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Agreement via an Administrative Amendment, as mutually agreed to and executed by the parties therein.
- N. <u>Fiscal Disclosure</u>: Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Agreement, a statement executed by Contractor's duly constituted officers, containing the following information:
  - (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding.

- (2) If during the term of this Agreement, the source(s) of Contractor's funding changes, Contractor shall promptly notify the Director in writing detailing such changes.
- O. <u>Clients/Patients</u>: In the event of termination or suspension of this Agreement, Contractor shall:
  - (1) If clients/patients are treated hereunder, make immediate and appropriate transition plans to transfer or refer all clients/patients treated under this Agreement to other agencies for continuing care in accordance with the client's/patient's needs. Such plans shall be approved by Director before any transfer or referral is completed, except in such instance, as determined by Contractor, where an immediate client/patient transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.
  - (2) Immediately eliminate all new costs and expenses under this Agreement. New costs and expenses include, but are not limited to, those associated with new client/patient admissions. In addition, Contractor shall immediately minimize all other costs and expenses under this Agreement. Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination.
  - (3) Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

- P. Provide to County's DHSP within thirty (30) calendar days after such termination date, an annual cost report as set forth in the <u>ANNUAL COST</u>

  <u>REPORT</u> Paragraph, hereunder.
- Q. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to DHSP, within ten (10) calendar days following execution of this Agreement, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:
  - (1) The location by street address and city of any such real property.
  - (2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
  - (3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private

corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

- (4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.
- (5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor

shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

## 7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. Upon Director's specific written approval, County may increase or decrease the funding or reallocate funds to an Exhibit, Schedule and/or Budget category in this Agreement where such funds can be more effectively used by Contractor, up to twenty-five percent (25%) above or below each term's annual base maximum obligation and make corresponding service adjustments, as necessary, based on the following: (1) if additional monies are available from federal, State, or County funding sources; (2) if a reduction of monies occur from federal, State, or County funding sources; and/or (3) if County determines from reviewing Contractor's records of service delivery and billings to County that a significant underutilization of funds provided under this Agreement will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source, following the provision of written notice from Director, or his/her designee, to Contractor.

Reallocation of funds in excess of the aforementioned amount shall be approved

by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds to an Exhibit, Schedule, and/or Budget category in this Agreement shall be effectuated by an amendment to this Agreement pursuant to the <u>ALTERATION OF TERMS</u> Paragraph of this Agreement.

- B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Agreement for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Agreement, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such County fiscal year or other applicable time period.
- 8. <u>BUDGET REDUCTIONS</u>: In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly.

County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions.

Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

- 9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provisions of this Agreement, County shall not be obligated by any activity or services performed hereunder, or by any provisions of this Agreement, during any of County's fiscal years (July 1 June 30) unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall be deemed to have terminated on June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date. If for any reason funding to this Agreement is terminated or reduced, County shall have the right to immediately terminate this Agreement in whole or in part. Notice of such termination shall be served upon Contractor in writing.
- 10. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/

  TERMINATION OF AGREEMENT: Contractor acknowledges that no services shall be provided beyond the expiration date of this Agreement even if such services were requested by County. Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should

Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

- 11. <u>INDEMNIFICATION</u>: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
- 12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12 and 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement. Such insurance shall be primary to and not contributing with

any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party names on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners (NAIC) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand Dollars (\$50,000), and list any County required endorsement forms.

Neither the County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be delivered to:

County of Los Angeles, Department of Public Health **Contract Monitoring Division** 5555 Ferguson Drive, Suite 210 City of Commerce, California 90022

Attention: Division Chief

and

County of Los Angeles, Department of Public Health Division of HIV and STD Programs 600 South Commonwealth Avenue, 10th Floor Los Angeles, California 90005

Attention: Contract Administration Division, Chief

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on county property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit files against Contractor or any of its subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, it's Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.
- C. Cancellation of or Changes in Insurance: Contractor shall provide

  County with, or Contractor's insurance policies shall contain a provision that

  County shall receive, written notice of cancellation or any change in Required

  Insurance, including insurer, limits of coverage, term of coverage or policy period.

  The written notice shall be provided to County at least ten (10) days in advance

  of cancellation for non-payment of premium and thirty (30) days in advance for

  any other cancellation or policy change. Failure to provide written notice of

cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

- D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
- E. <u>Insurer Financial Ratings</u>: Insurance coverage shall be placed with insurers acceptable to the County with an A.M. Best rating of not less than A: VII unless otherwise approved by County.
- F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims relates to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
- G. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to

this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

- H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.
- I. <u>Subcontractors Insurance Coverage Requirements</u>: Contractor shall include all subcontractors as insured under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insured on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.
- J. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond

shall be executed by a corporate surety licensed to transact business in the State of California.

- K. <u>Claims Made Coverage</u>: If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
- L. <u>Application of Excess Liability Coverage</u>: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- M. <u>Separation of Insureds</u>: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
- N. <u>Alternative Risk Financing Programs</u>: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.
- O. <u>County Review and Approval of Insurance Requirements</u>: The County reserves the right to review and adjust the Required Insurance provisions,

conditioned upon County's determination of changes in risk exposures. The County and its Agents shall be designated as an Additional Covered Party under any approved program. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

# 13. <u>INSURANCE COVERAGE REQUIREMENTS</u>:

A. <u>Commercial General Liability</u>: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:

\$2 Million

Products/Completed operations Aggregate:

\$1 Million

Personal and Advertising Injury:

\$1 Million

Each Occurrence:

\$1 Million

Such coverage also shall cover liability arising from any actual or alleged infringement of any patent or copyright, or other property rights of any third party. The policy also shall be endorsed to provider media liability coverage for claims arising out of Contractor's placement of print and audiovisual media.

Alternatively, Contractor may provide such media liability coverage under a separate policy or through Contractor's errors and omissions policy.

B. <u>Automobile Liability</u>: Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of

autos pursuant to this Agreement, including "owned", "leased", "hired" and/or "non-owned" vehicles, or coverage for "any auto", as each may be applicable.

C. Workers Compensation and Employers' Liability: Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 Million

Disease – Policy Limit: \$1 Million

Disease – Each Employee \$1 Million

D. <u>Professional Liability/Errors and Omissions</u>: Insurance covering

Contractor's liability arising from or related to this Agreement, any error,

omission, negligent or wrongful act of Contractor, its officers or employees with

limits of not less than \$1 Million per occurrence and/or claim and \$3 Million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. <u>Sexual Misconduct Liability</u>: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 Million per claim and \$2 Million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

#### 14. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they

may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 15. <u>SUBCONTRACTING</u>:

A. For purposes of this Agreement, all subcontracts must be approved in writing by Director or his/her authorized designee(s). Contractor's written request to Director for approval to enter into a subcontract shall be made at least thirty (30) calendar days prior to the subcontractor's proposed effective date, and shall include:

- (1) Identification of the proposed subcontractor, who shall be licensed as appropriate for provision of subcontract services, and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (2) A detailed description of the services to be provided by the subcontractor.
- (3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.
- (4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by Director in the same manner as described above, before such amendment is effective.
- (5) Any other information and/or certification(s) requested by Director.
- B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.
- C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director, a copy of the proposed subcontract instrument. With the Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirements under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

E. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

- F. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, or to any officers, employees, or agents, of Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.
- G. Subcontracts shall contain the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS

FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE

REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF

TERMS, and ALTERATION OF TERMS paragraphs of the body of this

Agreement, and all of the provisions of the ADDITIONAL PROVISIONS attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date any services are to be performed under the subcontract.

H. Director is hereby authorized to act for and on the behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

## 16. COMPLIANCE WITH APPLICABLE LAWS:

A. Contractor shall comply with the requirements of all federal, State, and local laws, ordinances, regulations, rules, guidelines, and directives, applicable to its performance hereunder. To the extent there is any conflict between federal and State or local laws, the former shall prevail.

Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be

consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of the Agreement.

- B. Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability, or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such federal, State, or local laws, regulations, guidelines, or directives.
- 17. COMPLIANCE WITH CIVIL RIGHTS LAWS: Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the ground of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 18. <u>ADDITIONAL PROVISIONS</u>: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions therein contained are part of this Agreement.
- 19. <u>CONSTRUCTION</u>: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Agreement, they shall be deemed a part of the operative provisions of this Agreement and are fully binding upon the parties.

- 20. <u>CONFLICT OF TERMS</u>: To the extent there exists any conflict or inconsistency between the language of this Agreement (including its ADDITIONAL PROVISIONS), and that of any of any Exhibit(s), Attachment(s), Schedule(s) and any other documents incorporated herein by reference, the language found within this Agreement shall govern and prevail.
- 21. ALTERATION OF TERMS: The body of this Agreement (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.
- 22. QUALITY MANAGEMENT: Contractor shall implement a Quality
  Management (QM) program that assesses the extent to which the care and services
  provided are consistent with federal (e.g., Public Health Services and CDC Guidelines),
  State, and local standards of HIV/AIDS care and services. The QM program shall at a
  minimum:
  - A. Identify leadership and accountability of the medical director or executive director of the program;
  - B. Use measurable outcomes and data collected to determine progress toward established benchmarks and goals;

- C. Focus on linkages to care and support services;
- D. Track client perception of their health and effectiveness of the service received:
- E. Serve as a continuous quality improvement (CQI) process reported to senior leadership annually.
- 23. QUALITY MANAGEMENT PLAN: Contractor shall develop program on a written QM plan. Contractor shall develop one (1) agency-wide QM plan that encompasses all HIV/AIDS care services. Contractor shall submit to DHSP within sixty (60) days of the receipt of this fully executed Agreement, its written QM plan. The plan shall be reviewed and updated as needed by the agency's QM committee, and signed by the medical director or executive director. The implementation of the QM plan may be reviewed by DHSP staff during its onsite program review. The written QM plan shall at a minimum include the following (7) components:
  - A. <u>Objectives</u>: QM plan should delineate specific goals and objectives that reflect the program's mission, vision and values.
  - B. QM Committee: The plan shall describe the purpose of the Quality Management Committee, its composition, meeting frequency (quarterly, at minimum) and required documentation (e.g., minutes, agenda, sign-in sheets, etc.). Programs that already have an established advisory committee need not create a separate QM Committee, provided that the existing advisory committee's composition and activities conform to QM program objectives and committee requirements.

C. <u>Selection of a QM Approach</u>: The QM plan shall describe an elected QM approach, such as Plan-Do-Study-Act (PDSA) and/or other models.

## D. Implementation of QM Program:

(1) Selection of Clinical and/or Performance Indicators – At a minimum, Contractor shall collect and analyze data for at least three (3) clinical and/or performance indicators, two (2) of which shall be selected from a list of DHSP approved QM indicators. Contractor may select other aspects of care or treatment as its third clinical/performance indicator or select from the DHSP approved list of QM indicators. The DHSP approved QM indicator list is attached as Attachment 2.

In addition, the agency can measure other aspects of care and services as needed.

- (2) Data Collection Methodology Contractor shall describe its sampling strategy (e.g., frequency, percentage of sample sized), collection method (e.g., random chart audit, interviews, surveys, etc.), and implement data collection tools for measuring clinical/performance indicators and/or other aspects of care. Sampling shall be, at a minimum, ten percent (10%) or thirty (30) charts, whichever is less.
- (3) Data Analysis Contractor shall routinely review and analyze clinical/performance indicator monitoring results at the QM committee.

  The findings of the data analyses shall be communicated with all program staff involved.

- (4) Improvement Strategies QM committee shall identify improvement strategies to be implemented, track progress of improvement efforts, and aim to sustain achieved improvements.
- E. <u>Client Feedback Process</u>: The QM plan shall describe the mechanism for obtaining ongoing feedback from clients regarding the accessibility and appropriateness of service and care. Feedback shall include the degree to which the service meets client needs and satisfaction. Client input shall be discussed in the agency's QM Committee meetings on a regular basis for the enhancement of service delivery. Aggregate data shall be reported to the QM Committee annually for continuous program improvement.
- F. <u>Client Grievance Process</u>: Contractor shall establish policies and procedures for addressing and resolving client's grievance at the level closest to the source within agency. Grievance data shall be tracked, trended, and reported to the agency's QM committee for discussion and resolution of quality of care issued identified. The information shall be made available to DHSP staff during program reviews.
- G. Incident Reporting: Contractor shall comply with incident and or sentinel event reporting as required by applicable federal and State laws, statues, and regulations. Contractor shall furnish to DHSP Executive Office, upon the occurrence, during the operation of the facility, reports of incidents and/or sentinel events specified as follows:

- (1) A report shall be made to the appropriate licensing authority and to DHSP within the next business day from the date of the event, pursuant to federal and State laws, statues, and regulations. Reportable events reported shall include the following:
  - (a) Any unusual incident and sentinel event which threatens the physical or emotional health or safety of any person to include but not limited to suicide, medication error, delay in treatment, and serious injury.
  - (b) Any suspected physical or psychological abuse of any person, such as child, adult, and elderly.
- (2) In addition, a written report containing the information specified shall be submitted to appropriate agency and DHSP immediately following the occurrence of such event. Information provided shall include the following:
  - (a) Client's name, age, and sex;
  - (b) Date and nature of event;
  - (c) Disposition of the case;
  - (d) Staffing pattern at the time of the incident.
- 24. QUALITY MANAGEMENT PROGRAM MONITORING: To determine compliance, DHSP shall review contractor's QM program annually. A numerical score will be issued to the contractor's QM program based on one hundred percent (100%) as

the maximum score. Contractor's QM program shall be assessed for implementation of the following components:

- A. Details of the QM plan (QM Objectives, QM Committee, and QM Approach Selection);
  - B. Implementation of QM Program;
  - C. Client Feedback Process;
  - D. Client Grievance Process;
  - E. Incident Reporting;
- 25. CONTRACTOR'S OFFICE: Contractor's primary business offices are located at: 825 Colorado Boulevard, Suite 100, Los Angeles, California 90041.

  Contractor's primary business telephone number is (323) 344-4899, extension 4888 for operator and facsimile/FAX number (323) 254-2956. Contractor shall notify in writing County's DHSP Director, any change in its primary business address, business telephone number, and/or facsimile/FAX number used in the provision of services herein, at least ten (10) days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DHSP Director, in writing detailing such changes at least thirty (30) days prior to the effective date thereof.

26. <u>NOTICES</u>: Any and all notices required, permitted, or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, certified or registered, postage prepaid, return

receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by the parties by giving ten (10) calendar days prior written notice thereof to the parties.

To County:

Department of Public Health
 Division of HIV and STD Programs
 600 South Commonwealth Avenue
 10<sup>th</sup> Floor
 Los Angeles, California 90005

Attention:

Director

 Department of Public Health Contracts and Grants Division 313 North Figueroa Street 6<sup>th</sup> Floor West Los Angeles, California 90012

Attention:

Chief

To Contractor:

Alliance for Housing and Healing 825 Colorado Boulevard, Suite 100 Los Angeles, California 90041

Attention: Executive Director
/
/
/
/
/
/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Public Health, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COLINITY OF LOS ANGELES

	COUNTY OF LOS ANGELES
	By Jonathan E. Fielding, M.D., MPH Director and Health Officer
	ALLIANCE FOR HOUSING AND HEALING Contractor
	BySignature
	Printed Name
	Title(AFFIX CORPORATE SEAL)
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY JOHN F. KRATTLI Acting County Counsel	COUNSEL
APPROVED AS TO CONTRACT ADMINISTRATION:	
Department of Public Health	
By Patricia Gibson, Chief Contracts and Grants Divisio	n
3I # 02248:ilm	

# HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES EXHIBIT

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#### **EXHIBIT A**

#### ALLIANCE FOR HOUSING AND HEALING

#### COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES

- 1. <u>DESCRIPTION</u>: Collaborative for Housing Integrated with Supportive Services (CHISS) are to assist clients in achieving the stability necessary for independent living by coordinating services and providing housing through master leases scattered-site rental housing units in the City of Los Angeles. These services are conducted by qualified service coordinators who comprehensively assess a client's needs and strengths and facilitate their access to, maintenance of, and adherence to primary HIV-specific health care, HIV risk reduction activities, mental health and addiction treatment, partner notification, and other support services. CHISS includes, but shall not be limited to, the following services:
  - A. Provide master leased scattered-site units for housing in multiple locations within Los Angeles City for eligible clients and their families;
    - B. Meet with clients at their homes weekly to monitor their progress;
    - C. Facilitate access and adherence to HIV medical care and treatment;
    - D. Assess, identify and expand social support systems;
  - E. Enhancing self-care practices and health promotion, including safer sex behaviors and harm reduction strategies; and
  - F. Ensure access to supportive services, as needed by the client: case management, substance abuse services, mental health services, budget counseling and training, nutritional counseling, child care, benefits counseling

and advocacy, employment assistance, housing search assistance, legal services, medication management, and transportation.,

Such services are delivered through the process of intake and comprehensive assessment; service plan development and implementation; resource and service coordination; linkage to medical care and other needed services; and active ongoing monitoring and follow up.

CHISS shall be utilized using two overlapping cohorts; approximately 50 households are expected to be served. During the first year of their participation within the CHISS program, eligible clients will receive housing assistance and service coordination. After the first year is completed, clients will be responsible for paying the full amount of their rent if they are gainfully employed, or will be transitioned into other housing programs appropriate to their housing and service needs such as permanent supportive housing or Section 8.

- 2. <u>PERSONS TO BE SERVED</u>: CHISS shall be provided to indigent persons with HIV/AIDS and their families who:
  - A. Are homeless or at risk of homelessness; and
  - B. Are newly diagnosed (i.e., received HIV diagnosis less than three months), never in care or have been out of care for six to twelve months; and who have been residing within Los Angeles County in accordance with Attachment 1, "Service Delivery Questionnaire", attached hereto and incorporated herein by reference. Such services shall serve persons who have multiple, complex psychosocial issues that interfere with accessing, maintaining, and adhering to primary health care and other support services.

3. <u>SERVICE DELIVERY SITES</u>: Contractor's project office sites where services are to be provided hereunder are located at 825 Colorado Boulevard, Suite 100, Los Angeles, California 90041.

Contractor shall provide the client names or unique client identifiers and the street addresses of the scattered site units within Los Angeles County within thirty (30) days of the execution of each scattered site sub-lease under this Agreement.

Contractor shall request approval from Division of HIV and STD Programs (DHSP) in writing a minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

A memorandum of understanding shall be required for service delivery sites on locations or properties not owned or leased by Contractor with the service provider who owns or leases such location or property. This shall include coordination with another agency, community based organization, and/or County entity. Contractor shall submit memoranda of understanding to DHSP for approval at least thirty (30) days prior to implementation.

#### 4. COUNTY'S MAXIMUM OBLIGATION:

- A. During the period of July 1, 2012 through June 30, 2013, maximum obligation of County for the provision of housing and service coordination in CHISS provided hereunder shall not exceed Two Hundred Eighty Thousand, Seven Hundred Fifty-Five Dollars (\$280,755).
- B. During the period of July 1, 2013 through June 30, 2014, maximum obligation of County for the provision of housing and service coordination in

CHISS provided hereunder shall not exceed Five Hundred Eleven Thousand, One Hundred Thirty-Seven Dollars (\$511,137).

- C. During the period of July 1, 2014 through June 30, 2015, maximum obligation of County for the provision of housing and service coordination in CHISS provided hereunder shall not exceed One Hundred Ninety-Five Thousand, Six Hundred Eight Dollars (\$195,608).
- 5. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual reimbursable net cost as set forth in Schedules 1, 2, and 3, and the <u>BILLING AND PAYMENT</u> Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.
- 6. <u>SERVICES TO BE PROVIDED</u>: During each period of this Agreement, Contractor shall provide housing and service coordination as required by DHSP, including, but not limited to the following activities:
  - A. Contractor shall ensure that each Support Services Coordinator maintains and provides services to a total of fifty (50) unduplicated clients in two cohorts under this Agreement outlined as follows:
    - (1) Contractor shall provide housing and supportive services totwenty-five (25) unduplicated clients in the first cohort for the period of July1, 2012 through June 30, 2013.
      - (a) By December 31, 2012, the first cohort of twenty-five(25) CHISS clients will be placed in transitional and/or permanent housing.

- (2) Contractor shall provide housing and supportive services to fifty (50) clients for the period of July 1, 2013 through June 30, 2014, as follows:
  - (a) Twenty-five (25) clients will be duplicated clients from the first cohort; and
  - (b) Twenty-five (25) will be unduplicated clients in the second cohort. By December 31, 2013, the second cohort of twenty-five (25) CHISS clients will be placed in transitional and/or permanent housing
- (3) Contractor shall provide housing and supportive services to twenty-five (25) duplicated clients from the second cohort for the period of July 1, 2014 through June 30, 2015.
- B. Contractor shall enter into and maintain lease agreements between the Contractor and private landlords. Contractor shall negotiate lease agreements on behalf of clients, but establish the Contractor as the tenant.
- C. Contractor shall enter into and maintain lease agreements for units that meet housing quality standards, as outlined in 24 CFR Section 574.310(b) and that have rents that are reasonable in relation to rents currently being charged for comparable units in the private unassisted market and that do not exceed rents currently being charged by the owner for comparable unassisted units.
- D. Contractor shall maintain at least two (2) lease agreements at each housing site.

- E. Contractor shall enter into sub-lease agreements with clients for at least a one (1)-year period of independent, subsidized housing.
- F. Contractor shall be responsible for determining appropriate subtenant rent amounts, associated subtenant rental subsidy levels, and ensuring housing quality standards for master leased units.
- G. Contractor shall ensure that any person residing in any master-leased unit pays as rent, including utilities, an amount which is the higher of:
  - (1) Thirty percent (30%) of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses, and are described in detail in 24 CFR Section 813.102);
    - (2) Ten percent (10%) of the family's monthly gross income; or
  - (3) If the family is receiving welfare assistance from a public agency and part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- H. Contractor shall prohibit landlord screening of potential residents and strictly maintain the confidentiality of sub-lessees.
- I. Contractor shall negotiate resident complaints and problems with the landlord, including necessary minor repairs, safety issues, etc.
- J. Contractor shall provide cleaning, painting, and light repair services to the housing unit when there is a change in sub-lessee.

- K. Contractor shall provide age, gender, ethnic, cultural, and linguistically appropriate services to clients and their families.
- L. Contractor shall ensure twenty-four (24) hour access to onsite or oncall residential management, security staff, and/or emergency supportive services.
- M. Contractor shall conduct outreach activities to identify homeless or at risk of homelessness and newly diagnosed (within three (3) months) individuals living with HIV/AIDS, never in care or out of care for six (6) to twelve (12) months and engage them into CHISS.
- N. Contractor shall ensure that CHISS clients are referred and linked to HIV/AIDS primary health care services within one (1) month of entering the CHISS program.
- O. Contractor shall ensure that CHISS clients develop a comprehensive monthly budget and manage their households consistent with their comprehensive monthly budget.
- P. Contractor shall issue and mail checks to landlords by the rent due date and for move-in costs as applicable and maintain appropriate accounting of payments submitted to landlords and received from the tenants. Payments received from tenants shall be reported monthly to DHSP.
- Q. Contractor shall ensure independent living skills training is provided to all CHISS clients in order to improve and increase their ability to live independently.

7. <u>DIRECT SERVICES</u>: During each period of this Agreement, Contractor shall provide CHISS to eligible clients in accordance with procedures formulated and adopted by Contractor's staff, consistent with laws, regulations, Los Angeles County Commission on HIV Standards of Care, the Housing Opportunities for Persons With AIDS (HOPWA) Program, and the terms of this Agreement. Services include:

## A. Client Intake and Assessment:

- (1) Client intake is the collection of demographic data, emergency and/or next of kin contact information, and eligibility documentation.
  - (a) The following required documentation shall be collected during the intake process and shall be maintained within the client record:
    - (i) Written documentation of HIV/AIDS diagnosis;
    - (ii) Proof of County of Los Angeles residence;
    - (iii) Verification of client's financial eligibility for services;
    - (iv) Client name, address or homelessnessverification, and , telephone number, emergency and/or nextof kin contact name, home address, and telephone number;
    - (v) A signed and dated Release of Information, which is compliant with the Health Insurance Portability and Accountability Act (HIPAA), shall be conducted annually;
    - (vi) A signed and dated Limits of Confidentiality in compliance with State and Federal Law;

- (vii) A signed and dated Consent to receive CHISS;
- (viii) A signed and dated Client Rights andResponsibilities; and
  - (ix) A signed and dated Grievance Procedures.
- (b) Assessment is a cooperative and interactive face-to-face interview process during which the medical, physical, psychosocial, environmental, and financial strengths, needs, and available resources are identified and evaluated for all family household members living with HIV/AIDS. The comprehensive assessment shall be completed within fourteen (14) days of intake. As directed, the comprehensive assessment shall be entered into the County's designated data management system. A reassessment shall be conducted every six (6) months when there are significant changes in the client's status.
- (c) Comprehensive assessments/reassessments shall, at a minimum, consist of the following required documentation to be maintained within the client record:
  - (i) Date of assessment/reassessment;
  - (ii) Signature and title of staff person conducting assessment/reassessment;
  - (iii) Strengths, needs, and available resources for all family household members living with HIV/AIDS in the following areas:

- 1) Medical/physical health care; 2) Medications; 3) Adherence issues; 4) Disclosure and Partner Notification; 5) Mental health; 6) Substance use and substance use treatment; 7) Nutrition/food; 8) Housing and living situation; 9) Family and dependent care issues; 10) Transportation; 11) Language/literacy skills; 12) Cultural factors; 13) Religious/spiritual support; 14) Family dynamics and social support system; 15) Budgeting and Financial issues; 16) Employment or job training; 17) Independent living skills; 18) Legal;
- 19) Current risk behaviors and HIV prevention and transmission issues;

- 20) Identified resources/referrals to assist in areas of need; and
- B. <u>Service Plan (SP)</u>: A SP shall be developed within one (1) week of the Assessment/Reassessment. All goals shall be determined by utilizing information gathered during assessment and subsequent reassessments. SP goals shall be developed in conjunction with the client and family member(s). Support Services Coordinator shall meet with the client at their homes weekly, monitor their progress, and update the SP as needed.
  - (1) Documentation to be maintained within the Service Plan:
  - (a) Name, date and signature of client and Support Services
    Coordinator;
  - (b) Description of client goals (i.e., desired outcomes) and date goals were established;
  - (c) Steps to be taken by the client, coordinator, family member(s), and others to accomplish goals;
    - (d) Timeframe by which goals are expected to be met; and
  - (e) Disposition of each goal as it is met, changed, or determined to be unattainable.
  - (2) Documentation to be maintained within the Service Plan:
  - (a) Name, date and signature of client and Support Services Coordinator:
  - (b) Description of client goals (i.e., desired outcomes) and date goals were established;

- (c) Steps to be taken by the client, coordinator, family member(s), and others to accomplish goals;
  - (d) Timeframe by which goals are expected to be met; and
- (e) Disposition of each goal as it is met, changed, or determined to be unattainable.
- (3) Contractor shall ensure that the Support Services Coordinator continues to address and document existing and newly identified Service Plan goals.
- C. <u>Brief Interventions</u>: To help clients change their behavior, Support Services Coordinator should utilize well-defined strategies to move the client toward the end goal of self-motivation to change behavior. Brief interventions are integral steps of the process toward behavior change. Brief interventions are not a substitute for specialized care for clients with a high level of need. The goals of this intervention are optimal retention in care, compliance with medical and service specifications, and risk behavior reduction. Support Services Coordinator shall remain in close contact and follow up with each client's Medical Care Coordination team to ensure adherence to medications and regular medical visits.
- D. Monitoring and Follow-Up: These activities shall involve ongoing contact and interventions with the client in order to achieve goals, evaluate whether services are consistent with the needs of the client, and determine if any changes to goals are necessary. Additionally, these activities shall ensure that referrals are provided within two (2) weeks of identifying a need, the referrals

have been linked and services are obtained in a timely, coordinated manner.

Special attention shall be paid to clients with multiple and/or complex needs;
especially to clients that have missed two (2) or more HIV medical appointments
within the last six (6) months. Contractor shall ensure the following:

- (1) Contractor shall make every effort to ensure that clients and other household family members living with HIV/AIDS are regularly engaged in HIV/AIDS medical care and other supportive services that help keep them in care and help reduce the risk of transmitting HIV.
- (2) Contractor shall monitor changes in the client's condition or circumstances, update/revise the goals identified in the SP, and provide appropriate interventions and linked referrals. A Linked Referral is defined as ensuring a client has received the service for which he or she has been referred. Contractor shall verify with the service provider that services were received.
- (3) Contractor shall ensure that care is coordinated among client, caregiver(s), and service providers; and follow up directly with client's Medical Care Coordination team to ensure medical services are being accessed.
- (4) Contractor shall conduct ongoing monitoring and follow-up to confirm completion of referrals, services acquisition, maintenance of services, and adherence to services.
- (5) Contractor shall actively assist client in resolving barriers to completing referrals and accessing, maintaining, and adhering to services.

- (6) Contractor shall actively follow-up on the established goals in the SP to evaluate client's progress in achieving goals and to determine whether care and support services are still appropriate, being completed, and/or still needed.
- (7) Contractor shall maintain ongoing contact with all clients. For the purposes of this Agreement, "contact" is defined as a communicative interaction WITH the client. Contact is NOT defined as leaving a message for the client.
- (8) Documentation of such activities shall consist of current dated and signed progress notes, including, but not limited to:
  - (a) Description of all client contacts and actions taken on behalf of the client, including time spent, date, type of contact and Support Services Coordinator signature;
    - (b) Description of what occurred during contact;
    - (c) Changes in the client's condition or circumstances;
  - (d) Progress made towards achieving the goals identified in the SP and status of clients HIV medical treatment and access to care;
  - (e) Barriers identified in completing SP goals and actions taken to resolve these barriers;
  - (f) Current status and results of referrals, linkages, and interventions, including any barriers and actions taken to resolve those barriers.

E. <u>Partner Services</u>: Partner Services (PS) is a voluntary prevention activity by which identified sex or needle-sharing partners of HIV infected persons, some of whom may be unsuspecting of their risk, are informed of their possible exposure to HIV. Notified partners are offered HIV testing and if necessary linkages into medical treatment and care, referrals to appropriate health and social services as needed by the notified partner (NP), and the provision of appropriate HIV risk reduction intervention based on the notified partner (NP) need.

(1) Contractor shall provide and/or offer PS in accordance with procedures formulated and adopted by Contractor's staff, the Centers for Disease Control and Prevention (CDC); consistent with California law; California Department of Public Health (CDPH) – Sexually Transmitted Disease (STD) Control Branch guidelines; California Department of Public Health (CDPH) – Office of AIDS (OA) guidelines and the terms of this Agreement.

Minimum services to be provided shall include, but not be limited to, the following:

- (a) Offer PS to all CHISS clients as a routine part of service delivery.
- (b) Upon acceptance by client, contractor shall provide and/or refer at least eighty percent (80%) of diagnosed HIV-positive persons to PS. Based on client's selection, PS shall include but not be limited to the following types of disclosure:

- (i) Self Disclosure: self disclosure (sometimes called patient disclosure) is the notification strategy whereby the patient with an HIV diagnosis accepts full responsibility for informing partners of their exposure to HIV and for referring them to appropriate services.
- (ii) Dual Disclosure: this method of Partner notification involves the client disclosing his/her HIV-positive status to a partner in the presence of the provider in a confidential and private setting.
- (iii) Anonymous Third Party Disclosure: anonymous third party disclosure is a notification strategy where, with the consent of the original client, the Public Health Investigator (PHI) takes responsibility for confidentially notifying partners of the possibility of their exposure to HIV.
- (2) Client Defers Action: if the client does not feel comfortable using anonymous third party disclosure, the Support Services Coordinator shall work with the client to develop a plan to revisit the issue. For those patients that still refuse to go forward with the interview, the Support Services Coordinator shall collect the client's reason to refuse partner notification.
- (3) Confidentiality: minimum professional standards for any agency handling confidential information shall include providing employees with appropriate information regarding confidential guidelines and legal

regulations. All public health staff involved in partner notification activities with access to such information shall sign a confidentiality statement acknowledging the legal requirements not to disclose STD/HIV information. In addition, all activities shall adhere to HIPAA regulations. Efforts to contact and communicate with infected patients, partners, and spouses shall be carried out in a manner that preserves the confidentiality and privacy of all involved.

- (4) Linkage to care: for all partners who are identified as HIV-positive, Support Services Coordinator shall ensure that partners successfully accessed HIV/AIDS medical and supportive services that were referred by a Support Services Coordinator. Documentation of accessed services shall be maintained within the client record.
- F. <u>Case Transition</u>: Case transition is the process of disenrolling a client from active services. This process includes formally notifying clients of pending transition and completing a case transition summary which shall be maintained in each client record. Case transition may occur for the following reasons: client transfer into permanent housing, client relocation outside of the County of Los Angeles, long term client incarceration, voluntary termination of services by client, unacceptable client behavior, unable to reach client, or client death. Case transition shall consist of the following required documentation to be maintained within the client record.
  - (1) Case transition summary shall include:
    - (a) Summary of client's status at time of transition;

- (b) Location where client was transitioned to including contact information of new case manager;
- (c) Status of primary health care and support services utilization:
  - (d) Transition plan, if appropriate.
- (e) Case transition summaries shall be reviewed, approved, and signed and dated by the clinical supervisor.

#### 8. <u>ADDITIONAL SERVICE REQUIREMENTS</u>:

- A. Contractor shall develop and implement a broken appointment policy and procedure to ensure client retention and continuity of services. Follow-up of broken appointments may consist of telephone calls, written correspondence, direct contact, or may involve all of the above in a concerted effort to maintain the client in care. These interventions shall be documented within the client record.
- B. Contractor shall obtain written approval from DHSP's Director for all forms and procedures utilized in association with this Agreement prior to its implementation.
- C. Contractor shall submit for approval such forms and procedures to DHSP at least thirty (30) days prior to the projected date of implementation. For the purposes of this Agreement, forms and procedures include, but are not limited to: intake/assessment, service plan, clinical supervision, case conference, case closure, release of information, consent for non-medical case management services, limits of confidentiality, client rights and responsibilities, and grievance procedures.

- 9. <u>CLIENT/PATIENT ELIGIBILITY</u>: Contractor shall be responsible for developing and implementing client eligibility criteria. Such criteria shall include clients' HIV status, residence in Los Angeles County, and income. Verification of client's Los Angeles County residency and income shall be conducted on an annual basis. In addition, eligibility criteria shall address the following:
  - A. Contractor shall prioritize delivery of services to clients or households with incomes at or below fifty percent (50%) of the Area Median Income in Los Angeles County as defined annually by HUD under the HOPWA program and who have the greatest need for CHISS.
  - B. Client's annual healthcare expenses that are paid for through use of the client's income shall be considered deductions against the client's income for the purposes of determining the client's income level.
- 10. <u>FEE PROHIBITION</u>: Contractor shall comply with provisions of CFR Title 24, Part 574.430 (HOPWA Program) which states that no fee, except rent, shall be charged of any eligible person for any housing or services provided with amounts from a grant under this part. Clients are only required to pay rent. No other fee can be charged. Clients cannot be charged for meals, utilities (unless deducted as a utility allowance from calculated rent payments), activities, program operations, and supportive services.

#### 11. STAFF REQUIREMENTS:

A. <u>Support Services Coordinator Qualifications</u>: Contractor shall hire staff with the appropriate training and skills to complete the CHISS activities within their job description. At a minimum, the Support Services Coordinator shall

possess a Master's degree in Social Work, counseling, Psychology or related degree from an accredited social work program. Degree designated as an individual with a Master's Degree in Social Work (MSW) who is licensed eligible (registered as an Associate Clinical Worker (ACSW) with State of California Board Behavioral Science Examiners.

Note: These qualification requirements may be waived on a case-by-case basis with written approval of the Division of HIV and STD Programs (DHSP)

Policy Program Manager. Contractor may hire staff at its own discretion; however DHSP will <u>not</u> reimburse Contractor for staff that does not meet the minimum requirements as noted in this Agreement.

- B. Contractor shall ensure that an annual performance evaluation is completed on all staff paid on this Agreement, including consultants or otherwise.
- C. Contractor shall maintain documentation of staff qualifications within each personnel record. Documentation shall include the appropriate licensure, degree(s), professional status, student status, educational program, and resumé. Contractor shall ensure that unlicensed paraprofessional health providers receive supervision by a licensed professional health practitioner in accordance with state licensing requirements and/or academic programs/institutions.

  Documentation of supervision shall be maintained within personnel records or within a separate supervision file/log.
- 12. <u>STAFF DEVELOPMENT AND TRAINING REQUIREMENTS</u>: Contractor shall ensure that at hire, staff possesses the appropriate skills to provide adequate services. Contractor shall also ensure ongoing staff development at a minimum of

sixteen (16) hours per year per Support Services Coordinator. Staff development and enhancement activities shall include, but not be limited to:

A. Trainings related to residential issues, risk reduction, mental health, addiction, HIV disease progression, HIV/AIDS medications, and treatment adherence including:

- (1) HIV/AIDS Medical and Treatment Updates;
- (2) Risk Behavior and Prevention Interventions;
- (3) Substance Use and Treatment;
- (4) Family Dynamics and Developmental Issues
- (5) Mental Health and HIV/AIDS;
- (6) Marginalized Populations such as the Homeless and Formerly Incarcerated.
- B. The County's data management system and data entry processes and procedures.
- C. Verification of participation in staff training, development and enhancement activities shall be maintained in each personnel record. Staff development and enhancement shall consist of the following required documentation:
  - (1) Date, time, and location of function and function type;
  - (2) Name of sponsor or provider of function;
  - (3) Certificate of completion.

13. <u>CLINICAL SUPERVISION</u>: Contractor shall ensure that the support services coordinator receives clinical supervision, clinical guidance, and feedback for each client. Clinical supervision activities shall include, but not be limited to:

A. Clinical Supervisor shall assist in problem-solving issues related to clients' progress towards meeting goals and to ensure that professional guidance and high quality services are being provided.

- B. Contractor shall ensure that each active client is discussed with Clinical Supervisor no longer than thirty (30) days after initial enrollment into services.
- C. Contractor shall ensure that each active client is discussed at a minimum of one (1) time per three (3) month period thereafter. For each client discussed, the clinical supervisor shall address the identified psychosocial issues and concerns addressed in the comprehensive assessment, provide appropriate clinical guidance and follow-up plan, and verify that clinical guidance was provided and follow-up plan has been implemented.

Documentation of clinical supervision shall include the following to be maintained within the client record:

- (1) Date of clinical supervision;
- (2) Name or identification number of client;
- (3) Name, title, and initials of clinical supervision participants;
- (4) Psychosocial issues and concerns identified;
- (5) Description of clinical guidance provided;

- (6) Verification that the previous clinical guidance was provided and suggested interventions have been implemented; and
  - (7) Clinical supervisor's name, professional title and signature.
- 14. <u>ADMINISTRATIVE SUPERVISION</u>: Contractor shall provide administrative oversight of the CHISS program.
  - A. <u>Client Record Reviews</u>: assesses that required documentation is completed properly in a timely manner and secured within client records. Client record review shall consist of the following required documentation: checklist of required documentation signed and dated by the individual conducting the record review; written documentation identifying steps to be taken to rectify missing or incomplete documentation; and date of resolution of required documentation omission. Client record reviews shall be maintained within each client record. All active client records shall be reviewed at a minimum of once per year.
  - B. Preparation and submission of reports in accordance with the <a href="REPORTS">REPORTS</a> Paragraph of this Exhibit.
  - 15. <u>CONTRACTOR'S SUBCONTRACT/CONSULTANT REQUIREMENTS</u>:

Contractor shall ensure that subcontractors and consultants providing services under this Agreement shall commence services within ninety (90) days of the execution of this Agreement. Subcontract and consultant agreements shall be signed and dated by the Contractor's Director, or his/her authorized designee(s) prior to commencement of subcontracted and/or consultant services. Contractor is responsible for ensuring that subcontractors and consultants provide services in accordance with applicable laws, regulations, standards of care, and terms of this Agreement. Contractor shall monitor

subcontractors and consultants to verify that activities are carried out accordingly.

Documentation of such activities shall be submitted to DHSP on an annual basis or as directed by DHSP staff and shall be maintained by contractor.

- 16. <u>EQUIPMENT PURCHASE</u>: All equipment to be reimbursed by this agreement must be pre-approved by the DHSP. Equipment purchase applies to the Contractor and any subcontractors. The justification for the purchase should include how many clients will benefit from the purchase of the equipment during each budget period. For the purpose of this agreement, Equipment is defined as an item with a unit cost of Five Thousand Dollars (\$5,000) or more and a life expectancy of four (4) or more years.
- 17. PROGRAM RECORDS: Contractor shall maintain client program records as follows:
  - A. Each client record shall include:
    - (1) Documentation of HIV/AIDS diagnosis;
    - (2) Proof of County of Los Angeles residency;
    - (3) Verification of client's financial eligibility for services;
    - (4) Client demographic information;
  - (5) A current and appropriate assessment including date and signature of staff conducting assessment;
  - (6) A current and appropriate service plan including staff's and client's signature or documentation noting the client's acceptance of the plan;

- (7) Progress notes documenting referrals provided and interventions made on behalf of the client;
- (8) Progress notes documenting results of referrals, interventions, and status of the service plan;
  - (9) Documentation of all contacts with the client including:
    - (a) Date;
    - (b) Time spent;
    - (c) Type of contact;
    - (d) What occurred during contact; and
    - (e) Signature and title of person providing contact.
- 18. <u>REPORTS</u>: Subject to the reporting requirements of the <u>REPORTS</u>

  Paragraph of the ADDITIONAL PROVISIONS of this Agreement attached hereto,

  Contractor shall submit the following report(s):
  - A. <u>Monthly Reports</u>: As directed by DHSP, Contractor shall submit a signed hard copy of the monthly report, and as requested, the electronic format of the report and the <u>STANDARD CLIENT LEVEL REPORTING</u> Data for CHISS services no later than thirty (30) days after the end of each calendar month. The reports shall clearly reflect all required information as specified on the monthly report form and be transmitted, mailed, or delivered to Division of HIV and STD Programs, 600 South Commonwealth Avenue, 10<sup>th</sup> Floor, Los Angeles, California 90005, Attention: Financial Services Division, Chief.
  - B. <u>Semi-annual Reports</u>: As directed by DHSP, Contractor shall submit a six (6)-month summary of the data in hard copy, electronic, and/or online format.

- C. <u>Annual Reports</u>: As directed by DHSP, Contractor shall submit a summary of data in hard copy, electronic, and/or online format.
- D. As directed by DHSP, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the required information and be completed in the designated format.
- 19. <u>COUNTY MANAGEMENT DATA SYSTEM</u>: Contractor shall utilize County's data management system to register client's eligibility data, demographic/resource data, enter service utilization data, medical and support service outcomes, and to record linkages/referrals to other service providers and/or systems of care. County's system will be used to invoice for all delivered services, standardize reporting, import efficiency of billing, support program evaluation processes, and provide DHSP and participating contractors with information relative to the HIV/AIDS epidemic in Los Angeles County. Contractor shall ensure data quality and compliance with all data submission requirements.
- 20. <u>ANNUAL TUBERCULOSIS SCREENING FOR STAFF</u>: Prior to employment or provision of services, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

Contractor shall adhere to Exhibit B, "Guidelines for Staff Tuberculosis Screening", of this Agreement. Director shall notify Contractor of any revision of these Guidelines, which shall become part of this Agreement.

- 21. EMERGENCY AND DISASTER PLAN: Contractor shall submit to DHSP within thirty (30) days of the execution of this Agreement an emergency and disaster plan, describing the procedures and actions to be taken in the event of an emergency, disaster, or disturbance in order to safeguard Contractor's staff and recipients of services from Contractor. Situations to be addressed in the plan shall include emergency medical treatment for physical illness or injury of Contractor's staff and recipients of services from Contractor, earthquake, fire, flood, resident disturbance, and work action. Such plan shall include Contractor's specific procedures for providing this information to all program staff.
- 22. EMERGENCY MEDICAL TREATMENT: Clients receiving services hereunder who require emergency medical treatment for physical illness or injury shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of emergency medical care shall not be a charge to nor reimbursable hereunder. Contractor shall have a written policy(ies) for Contractor's staff regarding how to access Emergency Medical Treatment for recipients of services from the Contractor's staff. Copy(ies) of such written policy(ies) shall be sent to County's Department of Public Health, Division of HIV and STD Programs, Office of the Medical Director.
- 23. <u>PEOPLE WITH HIV/AIDS BILL OF RIGHTS AND RESPONSIBILITIES</u>:

  Contractor shall adhere to all provisions within Exhibit C, People with HIV/AIDS Bill of

Rights and Responsibilities (Bill of Rights) document attached hereto and incorporated herein by reference. Contractor shall post this document and/or Contractor-specific higher standard at all Care Services provider sites, and disseminate it to all patients/ clients. A Contractor-specific higher standard shall include, at a minimum, all provisions within the "Bill of Rights". In addition, Contractor shall notify and provide to its officers, employees, and agents, the "Bill of Rights" document and/or Contractor-specific higher standard. If Contractor chooses to adapt this "Bill of Rights" document in accordance with Contractor's own document, Contractor shall demonstrate to DHSP, upon request, that Contractor fully incorporated the minimum conditions asserted in the "Bill of Rights" document.

#### 24. REVIEW AND APPROVAL OF HIV/AIDS-RELATED MATERIALS:

- A. Contractor shall obtain written approval from DHSP's Director or designee for all program administrative, educational materials and promotional associated documents utilized in association with this Agreement prior to its implementation and usage to ensure that materials developed in support of services are reflective of state-of-the-art HIV/AIDS linguistically competent, adherent to community norms and values, are culturally sensitive and are in compliance with contract requirements.
- B. All DHSP funded program must comply with all federal, State, County and local regulations regarding HIV/AIDS-related educational materials.
- C. All materials used by the agency for DHSP-funded activities must be submitted for approval to DHSP, whether or not they were developed using

DHSP funds, in accordance with DHSP's latest Material Review Protocol available at http://publichealth.lacounty.gov/aids/materialsreview.htm

- D. Contractor shall submit all program administrative, educational materials and promotional associated documents for each new or renewed contract prior to implementation. Administrative materials and promotional associated documents must be submitted thirty (30) days prior to intended use or as outlined in the Exhibit, Scope of Work (SOW). Educational materials must be submitted sixty (60) days prior to intended use or as outlined in the SOW.
- E. For the purposes of this Agreement, program administrative, educational materials and promotional associated documents may include, but are not limited to:
  - (1) Written materials (e.g., curricula, outlines, pamphlets, brochures, fliers, social marketing materials), public announcement, printing, duplication and literature;
    - (2) Audiovisual materials (e.g., films, videotapes);
  - (3) Pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).
    - (4) Confidentiality agreement form;
    - (5) Data collection forms;
    - (6) Commitment forms;
    - (7) Policies and procedures for services provided;
    - (8) Protocols;
    - (9) Promotional flyers and posters

- (10) Sign in sheets;
- (11) Consent forms, and
- (12) Individual service plan/Assessment/Progress note forms

F. Approved materials which have had the educational content revised, updated or changed in any way must be re-submitted for approval. Materials that contain certain types of information including but not limited to: statistics, resources, benefits or treatment information should be submitted every contract term to ensure that they contain the most updated information. Educational curricula must be re-submitted each year/term of the contract. Changes such as the updating of addresses, phone numbers or website links do not require resubmission, as a letter to DHSP's Director detailing the updated information shall suffice.

Contractor further agrees that all public announcements, literature, audiovisuals, and printed material used on this project and developed by Contractor or otherwise, in whole or in part is credited to the funding source as follows: "This project was supported by funds received from the Division of HIV and STD Programs, the State of California, Department of Public Health Services, Office of AIDS, and the U.S. Department of Health and Human Services, Health Resources Services Administration.

25. <u>COUNTY'S COMMISSION ON HIV:</u> Contractor shall actively view the County's Commission on HIV (Commission) website <a href="http://www.hivcommission-la.info/">http://www.hivcommission-la.info/</a> and where possible participate in the deliberations, hard work, and respectful dialogue

of the Commission to assist in the planning and operations of HIV/AIDS care services in Los Angeles County.

26. HOURS OF OPERATION: Contractor is required to provide services during regular business hours, 8:00 a.m. through 5:00 p.m., on all weekdays (Monday through Friday) except those designated as holidays as noted below. In addition, Contractor is required to provide services during non-traditional service hours, 5:00 p.m. through 9:00 p.m. on all weekdays (Monday through Friday) and 8:00 a.m. through 5:00 p.m. on Saturdays, in order to meet the specific needs of the target population.

Contractor is not required to work on the following County recognized holidays:

New Year's Day; Martin Luther King's Birthday; Presidents' Day; Memorial Day;

Independence Day; Labor Day; Columbus Day; Veterans' Day; Thanksgiving Day; Friday after Thanksgiving Day; and/or Christmas Day.

#### 27. COUNTY'S SERVICE STANDARDS:

A. Contractor shall maintain materials documenting Consumer Advisory

Board's (CAB) activities and meetings: Documentation shall consist of but, shall
not be limited to:

- (1) CAB Membership;
- (2) Dated meetings;
- (3) Dated minutes;
- (4) A review of agency's bylaws; or
- (5) An acceptable equivalent.

The CAB shall regularly implement and establish:

(a) Satisfactory survey tool;

- (b) Focus groups with analysis and use of documented results, and/or;
- (c) Public meeting with analysis and use of documented results;
  - (d) Maintain visible suggestion box; or
  - (e) Other client input mechanism.
- B. Contractor shall develop policies and procedures to ensure that services to clients are not denied based upon clients':
  - (1) Inability to produce income;
  - (2) Non-payment of services;
  - (3) Requirement of full payment prior to services.

Additionally, sliding fee scales, billing/collection of co-payment and financial screening must be done in a culturally appropriate manner to assure that administrative steps do not present a barrier to care and the process does not result in denial of services to eligible clients.

- C. Contractor shall develop a plan for provision of services to ensure that clients are not denied services based upon pre-existing and/or past health conditions. This plan shall include but, is not limited to:
  - (1) Maintaining files of eligibility and clinical policies;
  - (2) Maintaining files on individuals who are refused services and the reason for the refusal.
    - (a) Documentation of eligibility and clinical policies to ensure that they do not:

- (i) Permit denial of services due to pre-existing conditions;
- (ii) Permit denial of services due to non-HIV related conditions (primary care);
- (iii) Provide any other barriers to care due to a person's past or present health condition.
- D. Contractor shall ensure that its agency's policies and procedures comply with the American with Disabilities Act (ADA) requirements. These requirements shall include, but is not be limited to:
  - (1) A facility that is handicapped accessible;
  - (2) Accessible to public transportation;
  - (3) Provide means of transportation, if public transportation is not accessible:
    - (4) Transportation assistance.
- E. Contractor shall develop and maintain files documenting agency's activities for promotion of HIV related services to low-income individuals.

  Documentation shall include copies of:
  - (1) HIV program materials promoting services;
  - (2) Documentation explaining eligibility requirements;
  - (3) HIV/AIDS diagnosis;
  - (4) Low income supplemental;
  - (5) Uninsured or underinsured status;

- (6) Determination of eligibility and enrollment in other third party insurance programs including Medicaid and Medicare, every six (6) months;
- (7) Proof of compliance with eligibility as defined by Eligibility Metropolitan Area (EMA), Transitional Grant Areas (TGA), or State of California, every six (6) months;
- (8) Document that all staff involved in eligibility determination have participated in required training;
- (9) Ensure that agency's data report is consistent with funding requirements.
- F. Contractor shall ensure that its policies and procedures classify veterans who are eligible for Veteran Affairs (VA) benefits. Those classified as uninsured, thus are exempt as veterans from "payor of last resort" requirement.
  - G. Contractor shall develop and maintain approved documentation for:
    - (1) An employee Code of Ethics;
  - (2) A Corporate Compliance Plan (for Medicare and Medicaid providers);
  - (3) Bylaws and policies that include ethics standards or business conduct practices.
- H. Contractor shall ensure that all employees have criminal background clearances and/or an exemption prior to employment. Documentation shall be maintained on file, including, but is not limited to:

- (1) Penalties and disclosure procedures for conduct/behavior deemed to be felonies; and
  - (2) Safe Harbor Laws.
- I. Contractor shall maintain accurate records concerning the provision of behavioral health care services.
  - (1) Contractor shall have adequate written policies and procedures to discourage soliciting cash or in-kind payments for:
    - (a) Awarding contracts;
    - (b) Referring Clients;
    - (c) Purchasing goods or service;
    - (d) Submitting fraudulent billing;
  - (2) Contractor shall maintain and develop adequate written policies and procedures that discourage:
    - (a) Hiring of persons with a criminal record;
    - (b) Hiring of persons being investigated by Medicare or Medicaid;
      - (c) Exorbitant signing packages or large signing bonuses;
      - (d) Premiums or services in return for referral of consumers;
      - (e) Induce the purchase of items or services; and/or
      - (f) Use of multiple charge masters or payment schedules:
        - (i) Self paying clients;
        - (ii) Medicare/Medicaid paying clients; or
        - (iii) Personal or private insurance companies.

- J. Contractor shall develop an anti-kickback policy to include, but is not limited to:
  - (1) Implications;
  - (2) Appropriate uses; and
  - (3) Application of safe harbors laws.

Additionally, Contractor shall comply with Federal and State anti-kickback statues, as well as the "Physician Self –referral Law" or similar regulations.

- K. <u>Prohibited Activities</u>: The following activities are prohibited by law and shall not be engaged in by Contractor:
  - (1) Making any statement of any kind in claim for benefits which are known or should have been known to be false;
    - (2) Retain funds from any program for services not eligible;
    - (3) Pay or offer to pay for referral of individuals for services;
    - (4) Receive any payment for referral of individual for services;
  - (5) Conspire to defraud entitlement programs or other responsible employee or contractors;
  - (6) In any way prevent delay or delay communication of information or records;
    - (7) Steal any funds or other assets.
- L. In addition, Contractor shall ensure that the plan include procedures for the reporting of possible non-compliance and information regarding possible corrective action and/or sanctions which might result from non-compliance.

28. <u>CULTURAL COMPETENCY</u>: Program staff should display non-judgmental, culture-affirming attitudes. Program staff should affirm that clients of ethnic and cultural communities are accepted and valued. Programs are urged to participate in an annual self-assessment of their cultural proficiency.

#### **SCHEDULE 1**

#### **ALLIANCE FOR HOUSING AND HEALING**

### COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES

	Budget Period July 1, 2012 through June 30, 2013
Salaries	\$ 82,189
Employee Benefits	\$ 15,073
Travel	\$ 2,549
Equipment	\$ 0
Supplies	\$ 1,287
Other Costs	\$179,657
Consultants/Contractual	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$280,755

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

#### **SCHEDULE 2**

#### ALLIANCE FOR HOUSING AND HEALING

### COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES

	Budget Period July 1, 2013 through June 30, 2014
Salaries	\$100,282
Employee Benefits	\$ 18,392
Travel	\$ 3,200
Equipment	\$ 0
Supplies	\$ 1,287
Other Costs	\$387,976
Consultants/Contractual	\$ 0
Indirect Cost*	<u>\$0</u>
TOTAL PROGRAM BUDGET	\$511,137

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

#### **SCHEDULE 3**

#### **ALLIANCE FOR HOUSING AND HEALING**

### COLLABORATIVE FOR HOUSING INTEGRATED WITH SUPPORTIVE SERVICES

	Budget Period July 1, 2014 through June 30, 2015
Salaries	\$ 68,159
Employee Benefits	\$ 12,500
Travel	\$ 1,137
Equipment	\$ 0
Supplies	\$ 644
Other Costs	\$113,168
Consultants/Contractual	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$195,608

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

# SERVICE DELIVERY SITE QUESTIONNAIRE ALLIANCE FOR HOUSING AND HEALING SERVICE DELIVERY SITES

#### TABLE 1

				Site#	<u> 1</u>	of	<u>1</u>
1	Agency Name:	Alliance For Hous	ing and He	ealing			
2	Executive Director:	Terry Goddard II					
3	Address of Service Delivery Site:	825 Colorado Bou	ılevard, Su	ite 100			
		Los Angeles		Calif	ornia	90	041
4	In which Service Planning Area is the	ne service delivery s	site?				
	One: Antelope Valley		Two	: San Fer	nando	Valle	<b>Э</b> у
	Three: San Gabriel Valle		X Fou	r: Metro L	.os An	geles	
	Five: West Los Angeles Six: South Los Angeles						
Seven: East Los Angeles Eight: South Bay							
5	In which Supervisorial District is the	service delivery sit	e?				
	One: Supervisor Molina		Two:	Supervis	or Rid	ley-T	homas
	Three: Supervisor Yaro	slavsky	Four:	Supervis	or Kn	abe	
	X Five: Supervisor Antono	ovich					
6a	Based on the number of <u>155</u> residence 2013, to be provided at this site, we site? <u>100%</u>						
6b	Based on the number 345 of residence 2014, to be provided at this site, was site? 100%						
6с	Based on the number 100 of residence 2015, to be provided at this site, was ite? 100%						

# SERVICE DELIVERY SITE QUESTIONNAIRE CONTRACT GOALS AND OBJECTIVES

#### TABLE 2

#### July 1, 2012 through June 30, 2013

Number of CHISS Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	CHISS Clients and Rental Unit Months Paid		Caseload per FTE	Monthly Budget Completed	Accessed Medical Care
	No. of Clients	Total Months of Rental Units Paid	Client Load per FTE	Clients	Clients
Site #1	25	155	25	25	25
Site #2	<u></u>			-	_
Site #3					
Site #4					
Site #5			_		
Site #6	_				
Site #7					-
Site #8					
Site #9		-			-
Site #10	,				
TOTAL	25	155	25	25	25

# SERVICE DELIVERY SITE QUESTIONNAIRE CONTRACT GOALS AND OBJECTIVES

#### **TABLE 2**

#### July 1, 2013 through June 30, 2014

Number of CHISS Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of both **duplicated** and **unduplicated** clients.

Contract Goals and Objectives	CHISS Clients and Rental Unit Months Paid		Caseload per FTE	Monthly Budget Completed	Accessed Medical Care
	No. of Clients	Total Months of Rental Units Paid	Client Load per FTE	Clients	Clients
Site #1	50	345	25	50	50
Site #2					
Site #3				_	
Site #4					
Site # 5					
Site # 6	·				
Site # 7					
Site #8					
Site #9					
Site # 10					
TOTAL	50	345	25	50	50

<sup>\*</sup>Of the fifty (50), twenty-five (25) are duplicated from the first cohort from the first term and the other twenty-five (25) are unduplicated clients to be seen in this term.

# SERVICE DELIVERY SITE QUESTIONNAIRE CONTRACT GOALS AND OBJECTIVES

#### TABLE 2

#### July 1, 2014 through June 30, 2015

Number of CHISS Contract Goals and Objective by Service Delivery Site(s). Please note: "No. of Clients" will refer to the number of **duplicated** clients seen in the previous term who are followed –up in this current term.

Contract Goals and Objectives	CHISS Clients and Rental Unit Months Paid		Caseload per FTE	Monthly Budget Completed	Accessed Medical Care
	No. of Clients	Total Months of Rental Units Paid	Client Load per FTE	Clients	Clients
Site #1	25	100	25	25	25
Site #2					
Site # 3					
Site # 4					
Site # 5					
Site # 6					
Site # 7					
Site #8					
Site # 9					
Site # 10	•				
TOTAL	25	100	25	25	25

<sup>\*</sup>These twenty-five (25) clients are duplicated from the second cohort.

#### Los Angeles County Chief Administrative Office Grant Management Statement for Grants Exceeding \$100,000

Department: Executive Office of the Board of Supervisors, Commission on HIV					
CHISS entails comprehensive plann income people with HIV/AIDS (PWI housing assistance provided to eligness among PWH/As; and 4) improto: 1) fund a contract with the Allia	ing and coordination of funding streams for housing and coordination of funding streams for housing and their families. The goals of the CHISS progratible PWH/As); 2) establish or maintain housing stabilitive access to health care and other supportive services nice for Housing and Healing to hire a full-time CHISS shousing units, supportive and referral services; and 2) to	nd services for low and very low- m are to: 1) increase the amount of y; 3) reduce the risk of homeless- . Funds from this grant will be used ervice coordinator and to provide			
Funding Agency:	Program (Fed. Grant #State Bill or Code #):	Grant Acceptance Deadline:			
US Department of Housing and Urban Development (HUD), Housing Opportunities for Persons with AIDS (HOPWA)	Grant Number CA-H111-0002	June 30, 2012			
Total Amount of Grant Funding: \$	1,375,000 County Match Requirem	ents: None			
Grant Period:	Begin Date: 07/01/2012 End Date	e: 06/30/2015			
Number of Personnel Hired Under	this Grant: Full Time: 0 Part Tin	ne: 0			
Obligations Imposed on the County When the Grant Expires					
Will all personnel hired for this program be informed this is a grant funded program?  Will all personnel hired for this program be placed on temporary "N" items?  Is the County obligated to continue this program after the grant expires?  If the County is not obligated to continue this program after the grant expires, the Department will:  a) Absorb the program cost without reducing other services?  b) Identify other revenue sources?  Describe:  c) Eliminate or reduce, as appropriate, positions/program costs funded by this grant?  Yes No No					
Impact of additional personnel on					
Other requirements not mentioned	labove: None				
Department Head Signature	John Open	Date 5/29/3012-			

## SOLE SOURCE CHECKLIST ALLIANCE FOR HOUSING AND HEALING

Check (✓)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES Identify applicable justification and provide documentation for each checked item.
	> Only one bona fide source for the service exists; performance and price competition are not available.
	Qulck action is required (emergency situation)
	Proposals have been solicited but no satisfactory proposals were received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	It is most cost-effective to obtain services by exercising an option under an existing contract.
	It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
	> Other reason. Please explain:
•	The Alllance for Housing and Healing (Alliance) is recommended as a sole source provider due to the short turnaround time in which funding applications were due to the United State Department of Housing and Urban Development and the inability to complete a competitive bidding process. The Alliance was selected due to its extensive prior experience providing scattered site master leasing and service coordination and because it is the only agency currently contracted to provide short-term rent, mortgage, utility, and permanent housing placement assistance under the Housing Opportunities for Persons With AIDS (HOPWA) formula grant administered by the Los Angeles Housing Department. The Alliance also provides residential care to persons with AIDS (PWAs) under an agreement with the Department of Public Health and master leases scattered site rental housing units to homeless PWAs and their families through a contract with the Los Angeles Homeless Services Authority.
	The proposed sole source agreement will meet HOPWA grant requirements and allow for the immediate implementation of scattered site master leasing rental units and service coordination to 50 eligible PWAs and their families over a three year period
	Shella Shima Deputy Chief Executive Officer, CEO  5/15/12  Date